

CAMPAIGN SPENDING COMMISSION

STATE OF HAWAII

In Re the Matter of)	CA 04-12
)	
AMAR SAPPAL,)	
)	
Respondent.)	
_____)	

CONCILIATION AGREEMENT

On or around December 2003, Robert Y. Watada, Executive Director for the Campaign Spending Commission ("Commission"), initiated an investigation of Respondents, Amar Sappal ("Sappal"). Sappal was employed by the City and County of Honolulu for twenty-one years as an engineer and in administration. In 1995, Sappal became Senior Vice-President of Carter & Burgess, Inc. Hawaii. In 2001, Sappal started his own company USI-Hawaii, Inc. and is the current president. The investigation was initiated pursuant to the express authority of section 11-193, Hawaii Revised Statutes ("HRS"), for a determination of whether the campaign spending law had been violated and a complaint would be submitted to the Commission.

NOW, THEREFORE, Sappal and the Commission, having entered into conciliation and pursuant to section 11-216(g), HRS, do hereby agree as follows:

- I. That the Commission has jurisdiction over Respondent and the subject matter of this administrative action.
- II. That this Conciliation Agreement ("Agreement") and upon complete performance of the conditions stated herein has the effect of remedial or corrective action taken by Respondent pursuant to section 11-216(g), HRS.

- III. That Respondent had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- IV. That Respondent waives the right to be heard at a public hearing conducted under chapter 91, HRS, pursuant to section 11-228(b), HRS.
- V. That Respondent enters into this Agreement with the Commission on his own volition and with full knowledge and understanding.
- VI. That parties agree to the pertinent facts as follows:
 - 1. On or around December 2003, Robert Y. Watada, in his capacity as Executive Director of the Campaign Spending Commission, and upon information received through the disclosure statements of the Jeremy Harris ("Harris"), Ben Cayetano ("Cayetano"), Fred Holshuh ("Holshuh"), and Mazie Hirono ("Hirono") campaign committees initiated an investigation involving excess contributions in violation of campaign finance statutes.
 - 2. Section 11-204(a)(1)(B), HRS, reads in part as follows: No person, other than a candidate for the candidate's own campaign, or any other entity shall make contributions to:...A candidate seeking nomination or election to a four-year statewide office or to the candidate's committee in an aggregate amount greater than \$6,000 during an election period.
 - 3. Section 11-204(a)(1)(C), HRS, reads in part as follows: No person, other than a candidate for the candidate's own campaign, or any other entity shall make contributions to:...A candidate seeking

nomination or election to a four-year nonstatewide office or to the candidate's committee in an aggregate amount greater than \$4,000 during an election period.

4. Section 11-202, HRS, reads in part as follows: No person shall make a contribution of the person's own money or property, or money or property of another person to any candidate, party, or committee in connection with a nomination for election, or election, in any name other than the true name of the person who owns the money or who supplied the money or property.
5. Section 11-204(h), HRS reads in part as follows: An individual and any corporation in which the individual owns a controlling interest, shall be treated as one person.
6. The Commission finds that Sappal, daughter Nameeta Sappal, Carter & Burgess manager Alan Cadieux, and Carter & Burgess, Inc., made contributions in the amount of \$9,250 to the Cayetano campaign committee, including:

a.	Alan L. Cadieux	12/31/97	\$1,000
b.	Amar Sappal		\$1,000
c.	Carter & Burgess	2/17/98	\$4,000
d.	Alan L. Cadieux	6/19/98	\$ 250
e.	Amar Sappal		\$ 250
f.	Amar Sappal	6/15/98	\$ 250
g.	Nameeta Sappal	6/19/98	\$2,500
7. Sappal had no knowledge of contributions made by Carter & Burgess and its Manager, Alan Cadieux.

8. The Commission finds that Sappal made a \$4,000 contribution to the Holshuh campaign committee.

9. The Commission finds that Sappal, Carter & Burgess, Inc., and employees made contributions in the amount of \$24,000 to the Harris campaign committee, including:

a.	Carter & Burgess	1/30/98	\$4,000
b.	Amar Sappal	6/5/99	\$4,000
c.	Ramesh Chandra	4/17/00	\$4,000
d.	Betty Cadieux (mother of employee Alan Cadieux)	8/27/00	\$4,000
e.	Sanjeev Sappal (son of Sappal)	9/20/00	\$4,000
f.	Pericles Manthos (officer of Carter & Burgess)	12/14/00	\$2,000
g.	Pericles Manthos	12/21/00	\$2,000

10. Sappal had no knowledge of contributions made by Carter & Burgess, Pericles Manthos and Betty Cadieux.

11. The Commission finds that Sappal, Carter & Burgess and a family member made contributions in the amount of \$11,000 to the Hirono campaign committee, including:

a.	Carter & Burgess	11/2/98	\$2,000
b.	Ramesh Chandra		\$4,500
c.	Sanjeev Sappal		\$4,500

12. Sappal had no knowledge of the contributions made by Carter & Burgess.

VII. Settlement Terms

As final settlement of the matter and issues in Conciliation Agreement 04-12, Sappal understands and agrees to the following:

- (A) Sappal agrees to an assessment of **Two Thousand Dollars (\$2,000)** pursuant to section 11-228, HRS.
 - (1) For violation of section 11-202, HRS, making false name campaign contributions to the Jeremy Harris campaign committee;
 - (2) For violation of section 11-202, HRS, making false name contributions to the Mazie Hirono campaign committee; and
- (B) Sappal agrees to comply with campaign finance statutes on contribution and expenditures to candidate committees.
- (C) Terms of payment of the assessment shall be by Order of the Commission.

VIII. The Commission upon its own motion or a written request of anyone filing a complaint under section 11-216, HRS, may review compliance with the Agreement. If the Commission believes that the Agreement has been violated, it may institute administrative proceedings or a civil action in the Circuit Court of the First Circuit pursuant to section 11-228(c), HRS.

IX. This Agreement shall become effective as of the date that all parties have signed and the Commission has approved the entire Agreement.

X. This Agreement constitutes the entire agreement between the Commission and Sappal on the matters raised herein, and no other statement, promise, or agreement, either in writing or oral, not contained in this Agreement made by either party or by agents of either party shall be enforceable.

XI. This Agreement, unless violated, shall be a complete bar to any further action by the Commission with respect to the violations at issue in this matter.

FOR THE COMMISSION:

Robert Y. Watada, Executive Director

By: _____

Date: _____

FOR THE RESPONDENT(S)

Amar Sappal

By: _____

(Name)

(Title)

Date: _____